PERFORMANCE AGREEMENT
FOR
OAAS SUPPORT COORDINATION AGENCIES

Purpose of the Agreement

The purpose of this Performance Agreement is to provide effective, outcome based support coordination services, subject to federal Centers for Medicare and Medicaid Systems (CMS) and state standards, for the Medicaid Waiver programs administered by the Office of Aging and Adult Services (OAAS). Effective support coordination services are delivered by trained, knowledgeable staff able to identify and assure that a participant's needs, including basic health, safety and welfare issues necessary to avoid institutionalization, are identified through the assessment process and the development of a cost-effective Comprehensive Plan of Care (CPOC).

A support coordination agency with a signed Performance Agreement with OAAS will hereafter be referred to in this Performance Agreement as the "Agency".

A primary objective of the Performance Agreement is for the Support Coordination agency to render support coordination services through the arrangement of, rather than the delivery of, direct services that are needed by the participant. The Agency must also meet the program requirements of the OAAS in an effective and efficient manner through an approved Quality Management (QM) Program. All activities performed by the Agency must be reflected in and monitored through the QM Program to ensure continued quality enhancement and assurance by the Agency. The Performance Agreement involves providing support coordination services as defined by the Medicaid Support Coordination Services Provider Manual (Medicaid Case Management Services Provider Manual), waiver manuals, administrative directives, state and federal rules and regulations and any subsequent updates, i.e. numbered memoranda.

Freedom of Choice for Participants:

Participants will have freedom of choice of licensed and enrolled support coordination providers that have a current signed Performance Agreement with OAAS. Licensed support coordination agencies that meet all enrollment requirements must have an approved, signed Performance Agreement with OAAS in order to provide support coordination services for the Medicaid Waiver programs administered by OAAS. OAAS does not limit the number of support coordination agencies that can be included on the Freedom of Choice in an identified Region. The Agency will **not** have the ability to reject or deny support coordination services to an approved participant.

Grievance Procedures:

The Agency shall have internal grievance procedures in place to resolve conflicts between the participant and the support coordination agency and/or support coordinator. In the event the conflict cannot be resolved, the Agency shall notify OAAS for assistance in resolving the conflict.

Specifics for Delivery of Services:

The specifics for the delivery of services are provided in detail in the Medicaid Support Coordination Services Provider Manual, waiver manuals and any subsequent updates and/or numbered memoranda.

THE MEDICAID SUPPORT COORDINATION SERVICES PROVIDER MANUAL, WAIVER MANUALS AND SUBSEQUENT POLICY UPDATES AND/OR CLARIFICATION ISSUED WILL BE THE GOVERNING RULES FOR PROGRAMMATIC POLICY AND LICENSURE ISSUES ONLY SO FAR AS IT DOES NOT CONFLICT WITH THE PERFORMANCE AGREEMENT.

THE AGENCY SHALL PERFORM ALL DUTIES OUTLINED IN THE PERFORMANCE AGREEMENT, SUPPORT COORDINATION SERVICES PROVIDER MANUAL, WAIVER MANUALS, ANY SUBSEQUENT POLICY MEMORANDUM, ETC., AND WILL FOLLOW ALL REGULATIONS REGARDING THE DELIVERY OF SERVICE.

ALL ACTIVITIES AND TIMELINES REQUIRED IN THE MEDICAID SUPPORT COORDINATION SERVICES PROVIDER MANUAL, WAIVER MANUALS, DATA SERVICES CONTRACT MANUAL OR UPDATES ISSUED THROUGH NUMBERED MEMORANDA MUST BE ADHERED TO BY THE AGENCY.

AGENCY DUTIES

The Agency shall perform the functions and services as described in the Medicaid Support Coordination Services Provider Manual, waiver manuals and administrative directives. State and Federal rules and regulations and all subsequent updates incident to the provision of services authorized to be furnished under the Medicaid State Plan. In addition, the Agency shall perform all duties and meet all requirements as contained in this Performance Agreement and the following main components required of a Support Coordination Agency:

1. Emergency Back-Ups

The Agency will maintain a nationwide toll-free number and e-mail address to ensure that participants have access to support coordination services 24 hours a day, seven days a week. Participants will be able to reach an actual person, not a recording, in cases of emergency. At a minimum, there will be a support coordinator or other professional staff of the organization available to receive the call and have the authority, or access to someone in authority, to respond to the issue or emergency as required.

2. Establishing Systems with Procedures Responsive to Participants

The Agency will train staff to ensure the health, safety and welfare of each waiver participant served by establishing systems with procedures that are responsive to participants in the following circumstances:

a. The participant is at risk of imminent danger or serious harm**:**
Support coordination staff will be trained to effectively and appropriately respond in situations in which the waiver participant is at risk of imminent danger or serious harm

b. The participant's direct service provider is unavailable or inadequate to meet the individualized needs of the participant:

- The Agency will assure that support coordination staff is trained to facilitate the waiver participant's support team to develop individualized back-up plans when direct service provider staff are absent, unavailable, or unable to work for any reason;
- The Agency will assure that the support coordinator is trained to monitor the waiver participant's individualized back-up plan and to document that it is current and incorporated into his or her CPOC;
- The Agency will assure that the support coordinator assists in the development of a direct service provider individualized back-up plan for the waiver participant that is current and ensures that necessary supports are available to the participant at all times
- The Agency will assure that the support coordinator immediately reports any failure in waiver staffing plans that result in the absence of staff, whatever the reason, to the appropriate DHH Complaint Line/Help Line;
- The Agency will track the reported incidents relative to the participant and provider and include these in the required quarterly Quality Data Reports;

the Agency will analyze the data and summarize individual and/or systemic responses and/or recommendations.

c. The waiver participant is in need of alternate residence and support services due to potential emergency situations. The Agency will assure that the support coordinator will address the following:

- The emergency evacuation response plan for the waiver participant which will provide detailed information for responding to potential emergency situations such as fires, hurricanes, hazardous materials release, tropical storms, flash flooding, ice storms, and terrorist acts;
- An individualized risk assessment of potential health emergencies, geographical and natural disaster emergencies, as well as the potential for any other emergency conditions that may affect the waiver participant; assess and document the individual's capacity to make an informed choice to evacuate in an emergency situation;
- A detailed plan which will identify and address the waiver participant's individualized evacuation needs, including a review of the individualized back-up plan;
- A review of direct service provider protocols outlining how and when the waiver participant and direct support staff are to be trained in the Emergency Evacuation Response Plan implementation and post emergency protocols;
- The Agency will track the reported incidents requiring the implementation of the participant's evacuation plan relative to the participant and provider and identified as a successful or unsuccessful evacuation and include these in the required quarterly Quality Data Reports; the Agency will analyze the data and summarize individual and/or systemic responses and/or recommendations.

3. Monitoring Services

The Agency must ensure that the support coordinator, when monitoring services provided to the participant, takes into consideration the emotional, physical, and social needs of the participant, as well as the environments that directly impact the quality of the participant's life (such as: nutrition of the participant; conditions of the living arrangement; natural supports; and the quality of the interaction between the caregiver and the participant). The support coordinator is responsible for monitoring the implementation of the CPOC and the participant's health, safety and welfare. The support coordinator is also responsible for identifying and reporting inappropriate billing and fraud issues.

4. Complaint Line/Help Line

The Agency will report to the appropriate Department of Health and Hospitals (DHH) Complaint Line/Help Line any circumstances where coercion by the provider is suspected, when the direct service provider fails to show up, when the direct service provider refuses to provide services in the amount that the participant needs, etc. These circumstances shall be tracked and included in the required quarterly Quality Data Reports; the Agency will analyze the data and summarize individual and/or systemic responses and/or recommendations.

5. Participant Non-Compliance

The Agency will document and report to the appropriate OAAS staff within the designated service area when a participant does not agree to program requirements (i.e.: receipt of services; meetings; participates in fraudulent activities, including illegal drug activity; etc.) Occurrences of participants' repeated non-compliance with program requirements shall also be reported to the appropriate OAAS staff and included in the required quarterly Quality Data Reports.

6. Quality Enhancement

The Agency will develop and maintain a Quality Management (QM) System that includes at a minimum the following:

- Qualified staff for reviewing the Agency's performance and assessing opportunities for improvement;
- Processes for engaging Agency staff, participants, and providers in reviewing agency performance, developing priorities and strategies for improvement, and monitoring the effectiveness of strategies;
- Methods for routinely collecting standardized data on the agency's performance under each of the following quality indicators identified by OAAS;
- The development of a quality management plan.

7. Quality Management Plan

The Agency's quality management plan shall include, at a minimum:

- Analysis of data trends for each quality indicator;
- The identification of 2 local priorities for system improvement and rationale for their selection. In addition, OAAS may define a statewide priority.
- Strategies for addressing each local and statewide priority, including tasks, responsibility, and timelines.
- A workplan for each priority project.

The initial QM plan for agencies enrolling as support coordination providers shall be submitted to and must be approved by DHH/OAAS prior to the start date of the Performance Agreement and will be implemented immediately.

The Agency will submit reports to DHH utilizing reporting criteria/parameters identified by OAAS in addition to criteria /indicators identified by the Agency. Such reports shall include an annual self-evaluation report. The QM Self Evaluation Report is communicated to key personnel and the Governing Body. It must include a summary report of a Best Practice Initiative developed and implemented by the Agency during the previous year.

Components of the QM Self-Evaluation Review/Report

- Overview of the QM structure, processes, activities, and outcomes
- Review and update of goals, objectives, and scope
- Ongoing QM activities and completed activities detailing findings, recommendations, actions taken, and follow-up actions
- Trends and patterns of indicators detected
- Analysis of demonstrated improvements
- Review of monitoring and evaluation process for effectiveness
- Barriers to achievement of goals
- Completed and potential program revisions
- Development of new/revised annual QM implementation plan that also includes previously identified issues/opportunities for improvement

The Agency will develop and submit a revised QM plan when significant plan revisions are identified. These plans will be reflective of the information learned from data and data analysis, the best practice initiatives and annual self-evaluation and will be measurable, and updated as needed.

8. OAAS Planning Framework

The Agency will adopt and use the OAAS Planning Framework (Planning Framework and date of implementation to be identified.). This includes utilization of the Minimum Data Set – Home Care (MDS-HC) assessment tool as well as additional assessment tools and the OAAS person-centered planning model that are in development.

The Agency will:

- Assure that all staff attend and successfully complete required training/certification for MDS-HC as well as for other required assessment tools;
- Assure that all staff attend and successfully complete the OAAS Planning Framework initial training module and annually thereafter or as determined by DHH;
- Assure that Agency staff are competent in the framework;
- Assure that the framework is used in planning for participants; and
- Assure that staff is available within the agency to serve as a resource for planning and identifying opportunities for achieving outcomes.

The Agency will use the appropriate Comprehensive Plan of Care (CPOC) document as required. The Planning Framework is the process used in planning with participants; the CPOC is the document that is used to outline the plan.

9. Education and Training

The Agency will maintain an adequate and competent work force. The Agency must have a written plan to recruit, train, and supervise support coordinators, and assure that all staff have a working knowledge/understanding of community (unpaid and paid) resources necessary to coordinate supports to participants.

Support coordinators will be adequately trained (and certified if required) in completing the MDS-HC assessment, as well as other required assessment tools identified by OAAS and in utilizing the assessment(s) to facilitate the planning process and identification of services.

Support coordinators will be trained to effectively facilitate planning meetings for participants to assure the following:

- Identification of programs, supports, and services in the community applicable to support development of a plan that focuses on the participant's opportunities, choices and utilization of strengths in order to achieve the participant's desired outcomes.
- Inclusion of available natural supports to participate in development and implementation of the participant's plan to the greatest degree possible.
- Development of specific plan goals, strategies, and actions.
- Planning team members know their roles and responsibilities and accept clearly identified assignments with specific actions and timelines for completion.

Support coordinators will be trained to implement and monitor plans as follows:

- Develop and monitor an action plan to review progress toward completion of assigned activities and adjust as necessary.
- Follow-up and document to assure that supports are provided as planned.
- Intensively coordinate the plan to enhance coordination of supports and services, reduce fragmentation of plan supports, and reduce costs when possible through adjustments in supports and services that continue to assure planning outcomes.

10. Staffing Restrictions

The Agency will assure that any support coordinator, support coordinator supervisor, or nurse consultant who works for the Agency does not provide support coordination services to any individual with whom they also work as a direct support caregiver or have an ownership interest in a direct service provider agency. In order to prevent conflicts of interest, no immediate family member of the support coordinator or support coordinator supervisor may have an ownership interest in a direct service provider agency or be the direct support caregiver to any participant who receives support coordination from the Agency who employs the support coordinator or the support coordinator supervisor. Immediate family is defined as: spouse, child, grandchild or their spouse, mother, father, sister or brother and their spouse or spouses.

11. Policy and Procedure Manual

The Agency will establish a Policy and Procedure manual that reflects OAAS departmental policies as they relate to the populations served.

12. CPOC Revisions

The Agency will assure the support coordinator identifies changes in participant needs and prepares and submits revisions to the current approved CPOC timely as specified by OAAS policy and procedure. Revisions to the CPOC must be supported by a current MDS-HC or other required assessment tools as appropriate or per OAAS policy. The support coordinator will assure that all direct service providers are notified of CPOC revisions timely and **prior to** implementation of the revised plan. The support coordinator must follow the procedure(s) identified in the manual including the OAAS policy for Emergency Revisions.

13. Resource Directory

The Agency will develop, maintain, update and utilize a resource directory that includes information secured from the community, and assure all support coordinators and supervisors are aware of, and have access to, information regarding the availability of community resources (current and evolving services). This directory is to be used as a planning tool as well as a supervisory tool to ensure that support coordinators access all available resources. The Agency will assure that support coordinators include resource specialists from the OAAS regional Single Point of Entry (SPOE) and/or the regional Aging and Disability Resource Center (ADRC) and OAAS regional office staff in the planning meetings as designated by OAAS and the participant.

14. Data Entry Requirements

a. MDS-HC

The Agency will utilize the software designated by DHH for completion of the MDS-HC and will submit the data via the identified electronic process and/or web-based system. The MDS-HC must be entered into the system timely in accordance with OAAS policy. The triggered Client Assessment Protocols (CAPs) must be generated and utilized in the care planning process. The Agency must assure that the identified process and timelines are followed for MDS-HC data entry. Sanctions may be applied for incomplete or incorrect data entry and for failure to enter data in a timely manner.

b. Support Coordination Required Activities/Services

The Agency will complete data entry of activities/services according to the required timelines and prior to billing. All required services data must be entered, transmitted and received by the DHH/OAAS Data Contractor by the 14th day of the month following the end of the calendar Quarter. The Agency must have a quality assurance check to evaluate the accuracy of data entered prior to submission. Data transmitted will be considered binding and no payment will be made for late data entry or data entry errors. Damages may be applied.

15. Service Requirements

The Agency will complete all service requirements prior to data entry of the activity and prior to billing.

16. Agreement Responsibilities

The Agency will assume complete responsibility for the cost and timely accomplishment of all Agreement responsibilities.

17. Yearly Audit

The Agency will provide a yearly external audit of the support coordination agency based on allowable costs in accordance with General Accounting Practices. The first audit for new Support Coordination Agencies will cover the time period from the Performance Agreement start date to June 30 and for a period to cover a minimum of 12 months and no more than 23 months. Each annual audit period must cover a minimum of 12 months and no more than 23 months. Each audit is to be submitted no later than 90 days after the end of the audit period. Existing Support Coordination agencies that must complete and submit an audit to DHH as required for other support coordination contracts or requirements may maintain the same audit schedule as per the identified requirement/contract but must notify OAAS of the audit completion/submission schedule upon the start date of the OAAS Performance Agreement and must assure that the audit includes the Agency's activities of operation for the OAAS Performance Agreement. Any request for information which is necessary to perform the audit shall be made to the appropriate OAAS Performance Agreement Program Manager.

You are required to submit two (2) copies of your audit to:

Division of Fiscal Management
P.O. Box 91117
Baton Rouge, LA 70821-3797

And one (1) copy to the originating DHH office at:

Office of Aging and Adult Services
Support Coordination Section
628 N. 4th Street
Baton Rouge, LA 70821-2031

18. Cost Report

The Agency shall be required to submit an annual cost report. The cost report must be completed for the DHH fiscal year, July 1 to June 30. The Agency's first cost reporting period shall begin at the first fiscal reporting period after signing the performance Agreement unless otherwise directed by OAAS/DHH. DHH may request a partial or revised cost reporting period if required for specific rate determination purposes and shall provide notice to the support coordination agency accordingly. The cost report must be submitted within 90-days of the cost report completion period. A copy of the cost report must be submitted to the OAAS Support Coordination program manager unless otherwise directed.

19. Brochures

The Agency will supply OAAS or its designee with a sufficient number of approved brochures on an ongoing basis for the region in which the Agency is enrolled. The Agency must deliver the designated number of brochures to OAAS or its designee upon notification of completion of all requirements for placement on the Freedom of Choice list for the designated OAAS program(s.) The Agency's name will not be included on the Freedom of Choice form until the designated number of brochures is received.

The Agency must provide a sufficient amount of brochures on an ongoing basis as requested by OAAS or its designee. If at any time the Agency does not provide sufficient

number of brochures, the Agency will be removed from the Freedom of Choice until the brochures are received. Sanctions may be applied.

The brochures will be mailed by OAAS with the initial choice form to each eligible participant in that Agency's DHH Region. The brochures must include a description of the agency and services provided through this Performance Agreement, current address, the Agency's nationwide toll-free number, and the appropriate DHH/OAAS Complaint Line/Helpline number(s.) Brochures, as well as all marketing material, must be approved by OAAS prior to use by the Agency. Agencies must update their brochures as needed and when notified by OAAS of required updates; OAAS will give the Agency a minimum of 30 days notice to complete required updates.

SCOPE OF WORK

The following are the main components required of the Agency as defined in the Medicaid Support Coordination Services Provider Manual, waiver manuals, applicable rules, regulations, policies and procedures and policy updates, including numbered memoranda:

1. Process

a. Intake;

b. Assessment through review and utilization of existing information from assessments identified for the waiver populations, including the required Minimum Data Set – Home Care (MDS-HC) and other tool(s) as required by OAAS;

c. Follow the OAAS Planning Framework model for development of the CPOC; conduct the CPOC meeting with the participant and others that the participant requests to attend; complete the CPOC form within the required timelines;

d. Offer Freedom of Choice of direct service providers as indicated by identified services in the CPOC;

e. Linkage to needed services and supports (natural, community, paid waiver and non-waiver(i.e. state plan));

f. Conduct Service Implementation Team Meeting as needed with direct service providers, family members, ombudsman, OAAS staff, residential care staff, etc for implementation of the CPOC;

g. Implement the CPOC developed through the OAAS Planning Framework;

h. Follow-up and monitor to assure the appropriateness of the CPOC; determine if services are being delivered as planned; if services are effective and adequate to meet the participant's needs; determine if the participant is satisfied with the services;

i. Conduct Reassessment at least every quarter and when a major change occurs in the status of the participant and/or his or her family and/or his or her other supports; review the CPOC to assure that the goals and services are appropriate to the participant's needs; and

j. Transition/closure.

The Agency will, at a minimum:

a. Use the OAAS Planning Framework in development of an individualized, person centered, strengths-based plan for every participant;

b. Identify, implement and coordinate all services starting with natural supports, unpaid, paid, Medicaid (including state plan), non-Medicaid, waiver (when appropriate) and non-waiver services including those that would assist the participant in maintaining financial eligibility and that would be included in the CPOC;

c. Assure the participant's freedom of choice of direct service providers without outside influence or coercion;

d. Assure that the procedural requirements for each process are completed according to the required timelines;

e. Identify, develop and utilize resources (including collaboration with local/regional Aging Disability Resource Center (ADRC), Area Agencies on Aging (AAA), Councils on Aging (COA) and other community resources and maintain resource information in a continuously updated manual readily accessible to staff; inform participants of the Consumer Direction Option (a payment option for the LT-PCS participants) if available;

f. Assure utilization and coordination of Medicaid State Plan services without duplication of services;

g. Identify how planning will facilitate appropriate utilization of services;

h. Assure that the services identified in the CPOC are reasonable and necessary to support the participant in the community, as well as provide for the participant's health, safety and welfare in the community; service needs are supported by the OAAS Planning Framework. The Agency conducts supervisory reviews and QM reviews; and

i. Follow policies and procedures while supporting participants during the transition to a new Agency or program.

2. Ongoing Assessment

a. Completion of annual reassessment utilizing the required assessment tools identified for the specific waiver and/or state plan programs;

b. Timely submission of annual CPOC;

c. Follow-up/monitoring;

d. Face-to-face visits (in the location, at the frequency and for the purposes specified by the waiver or state plan program requirements);

e. Monthly phone contacts;

f. Observation of all waiver and state plan services; and

g. Monitoring of each direct service provider for each identified waiver and state plan service.

The Agency will, at a minimum:

a. Assure that services are delivered as identified in the CPOC; assure that services are identified through the OAAS Planning Framework, based on the needs of the participant and not driven by participant, family or provider requests that are not supported by the assessments;

b. Identify and address the changing needs of the participant through the reassessment and revision process;

c. Assure that services provided are those identified in the CPOC; that the direct service provider's Service Implementation Plan contains specific timelines and instructions on completing the task(s); that timelines and instructions are followed; progress on Service Implementation Plan activities are tracked on a quarterly basis; and Service Implementation Plan is reviewed internally by the direct service provider;

d. Have procedures to identify, address and report problems with provision of services in accordance with OAAS policy and procedures;

e. Assure completion of contact and follow-up requirements;

f. Identify and differentiate minimum requirement needs for contact and follow-up vs. participant's needs;

g. Identify and address the participant's need for more intensive support coordination such as more frequent contacts or follow-up that exceed the minimum and/or previously identified requirements; and

h. Utilize the CPOC service balance report for the appropriate population and/or service.

3. Health, Safety and Welfare for Waiver Participants

a. Grievance process;

b. Critical incident reporting;

c. Identification of high risk individuals and those requiring more intensive support coordination;

- Transitioning from an institution/nursing facility;
- Frequent critical incident occurrences;
- Complaint investigations
- Continuous changing of support coordination agencies, support coordinators, and/or direct service providers;
- Adult or elderly protective services involvement for abuse, neglect, exploitation and/or extortion;
- Frequent involvement of law enforcement;
- Non-compliant
- Requiring services beyond the scope of the waiver;
- Needing 24 hour supports;
- Medically fragile;
- At risk for serious injury;
- Endangered emotional well-being; and
- Loss of natural supports;

d. Identification of those individuals needing Transition Intensive Support Coordination; and

e. Documenting and reporting of participant and/or provider non-compliance.

The Agency will, at a minimum:

a. Utilize management tools for assuring problem areas, as well as potential problems, are identified, resolved, and reported to OAAS;

b. Develop and implement practices and supports that will support health, safety and welfare to the greatest extent possible to include any that are incorporated in the Agency's Policy and Procedure Manual;

c. Assure that participant's rights are protected;

d. Assure that complaints and incidents of abuse, neglect and immediate jeopardy situations are reported and handled appropriately according to state and federal requirements and in accordance with the DHH Critical Incident Reporting Policy;

e. Assure that direct service provider violations, including suspected coercion, extortion, and fraudulent practices are reported and documented in accordance with DHH policy; and

f. Utilize the Nurse Consultant to identify and address health, safety and welfare issues including high risk participants and participants that require more intensive support coordination that exceeds minimum requirements.

4. Records/Documentation

a. Documentation of activities/status through:

- Service logs
- Progress notes
- Data entry

b. Report Generation/OAAS - Collection of data in the database to be provided by DHH/OAAS;

c. Report Generation/Agency - Agency will generate reports as requested; Required reports include but not limited to:

- Initial Certification Aging Report explanations
- Late Annual CPOC explanations
- Explanations for non-compliance with monthly requirements
- Explanations for non-compliance with quarterly requirements
- Explanations for annual CPOC returns greater than 5% per quarter
- Explanations for CPOC revision returns greater than 5% per quarter;

d. Billing/Reimbursement;

e. File maintenance – all books and records of transactions under this Agreement shall be maintained by the Agency for a period of five (5) years from the date of the final payment under the Agreement;

f. Confidentiality and protection of records/HIPAA (Health Insurance Portability and Accountability Act);

g. Components of Participant Records; and

h. Components of Record Keeping and Retention of Records.

The Agency will, at a minimum:

a. Assure the timely completion and correctness of all required documentation and reports, including review procedures and quality control practices used to assure the accuracy of the documents and reports;

b. Develop, implement and maintain procedures and techniques for electronic transmission and enter the data required for the data system reporting;

c. Implement and maintain HIPAA requirements, provide security, and assure confidentiality of records, files, and data maintained by the Agency;

d. Assure that direct service providers and participants have been provided the most current CPOC, revisions and other required documentation;

e. Assure that services have been delivered, documented and data entry completed prior to billing; and

f. Assure that billing/reimbursement does not duplicate payment of other services, i.e., support coordination, direct services, any service covered by another entity, etc.

5. Personnel and Staffing Requirements

a. Qualifications/experience – initial (See Medicaid Support Coordination Services Provider Manual, Waiver manuals, administrative directives, subsequent memoranda, etc.)

b. Education/training – ongoing (See Medicaid Support Coordination Services Provider Manual, Waiver manuals, administrative directives, subsequent memoranda, etc.)

c. Coverage (See Medicaid Support Coordination Services Provider Manual, Waiver manuals, administrative directives, subsequent memoranda, etc.)

- Caseload Ratios
- Supervisory Ratios
- Staff Availability; and

d. Roles and responsibilities of required staff positions

The following staff positions are required:

- **Agency Director** – The Agency Director is in charge and responsible for the functions and services of the Agency; assurance of quality control, adherence to the support coordination and Medicaid rules and to the terms of the Performance Agreement(s); the Director shall be the liaison with OAAS regarding Performance Agreement issues. The Director may be responsible for more than one Agency location. The Director must clearly identify on the organizational chart the staff that will be assigned the following roles/responsibilities; OAAS does not require that the Agency have a separate, dedicated staff position for each role but must assure that the assigned staff(s) can consistently manage the assigned responsibility(ies.)

- **Project Manager –** The Project Manager for the Agency location, if different than the Director, should be knowledgeable of the requirements of the Performance Agreement and the specific populations served, and have the ability to immediately respond to the requests of OAAS and be available on-site. Other responsibilities include: oversight of the day to day operations of the Agency location and assuring compliance with all requirements; providing training, technical assistance, and oversight to supervisors; assuring that supervisors have the tools necessary to properly train and counsel support coordinators; serving as the designated individual with detailed knowledge of requirements and processes for accessing services, equipment, supplies, etc. in order to provide technical assistance relative to these issues to all staff; and oversight of the implementation of the approved Quality Management Plan for the Agency location. The Project Manager should also participate in all trainings required by DHH/OAAS and act as the Agency representative when meeting with OAAS Regional or State staff as requested. If the Agency does not have a Director, the Project Manager will be responsible for carrying out the duties of the Director as well.

- **Agency Designated Trainer** - The Agency must designate a trainer who will be responsible for attending all required training provided by OAAS and will be responsible for ensuring that all appropriate staff receive that training (train the trainer). The Designated Trainer, if different than the Director or Project Manager, must serve as the Agency's expert in utilization of the required assessment and planning tools/processes and accessing appropriate services and resources. The Designated Trainer must be responsible for assuring that all program information (i.e. training, requirements, policy updates, resources, etc.) is disseminated appropriately and timely from OAAS to Agency staff. The Designated Trainer is responsible for maintaining a training log and must provide reporting data for the Agency's quality indicators review.

- **Support Coordination Supervisor(s)** – The support coordination supervisor(s) is responsible for assuring that the support coordinators receive the appropriate supervision and training necessary to perform the functions of support coordination, including but not limited to, Intake, Assessment, Planning, Implementation, Follow-up/Monitoring and Transition/Closure. The supervisor is responsible for assuring that support coordinators complete requirements timely and develop approvable plans of care that are comprehensive and include a broad range of natural and paid community services that are supported by the required assessment(s). Supervisors must document all required supervision activities and must use the required data management software/systems (as available.) The supervisor-support coordinator ratio must be in compliance with program policy and licensing rules. Deviations from policy/rules, if granted, will be time limited and must have written approval PRIOR to implementation.

- **Support Coordinator(s)** – The support coordinator is responsible for completing Intake, Assessment, Planning, Implementation, Follow-up/Monitoring and Transition/Closure according to the program policies and guidelines for participants linked to the Agency. The support coordinator must complete activities within the required timelines and must develop approvable plans of care that are comprehensive and include a broad range of natural and paid community services that are supported by the required assessment(s). Support Coordinators must document all support coordination activities and must use the required data management software/systems. The Agency must maintain sufficient support coordination staff in order to effectively and efficiently meet the participant needs and program requirements. The support coordinator caseload size must be in compliance with program policy and licensing rules. Deviations from policy/rules, if granted, will be time limited and must have written approval PRIOR to implementation. The Agency may establish their own support coordinator to participant ratio but shall not exceed that as prescribed by rule or departmental directive. Support coordination agencies must document via the data management software ALL participants assigned to the support coordinator including participants receiving support coordination services through programs that are **NOT** included in the OAAS Support Coordination Performance Agreement. The total caseload may not exceed -program policy/rule.

- **Nurse Consultant** - The Agency is required to have nurse consultation available through direct employment or contract, during regular business hours for no less than a total of sixteen (16) hours per month. The nurse must be available to support coordination staff as needed. The nurse is to provide consultation and assessments on health and safety related issues, education and training of support coordinators and support coordinator supervisors and direct oversight of the CPOC service planning for individuals that have complex and high risk medical/social needs to assure that the CPOC contains services that will ensure the individual's health, safety and welfare. The Nurse Consultant must keep a log documenting all activities. In addition, the Nurse Consultant must document all activity related to a specific participant on the CMIS service log using the appropriate codes.

    - A support coordinator or support coordinator supervisor who meets the qualifications may serve as the nurse consultant but the activities must be documented separately to indicate the amount of time spent meeting the nurse consultant requirement.

e. The Agency will provide OAAS with an organizational chart that reflects positions, caseload size(s) and sharing of responsibilities. An updated organizational chart will be submitted when any significant changes are made; and

f. Utilization

- **Vacant Staff Positions** – The Agency must maintain sufficient staff in order to meet the requirements of the Agreement. The Agency will be removed from the Freedom of Choice if the required staff positions are not filled within 30 days following a vacancy. If the Agency fails to fill vacant staff positions within 30 days the Agency shall be subject to a damage of $100.00 per working day per unfilled position from the 30th day of the vacancy until filled with qualified personnel.

- **Staffing** – The Agency will maintain staffing according to personnel requirements as well as staffing requirements as specified in the Medicaid Support Coordination Services Provider Manual and Waiver manuals.

- **Work Force** – The Agency will maintain an adequate and competent work force.

- **Orientation and Training** – The Agency will orient and train staff: ensuring that all staff have a working knowledge/understanding of supports/resources that allow for implementation of supports and service coordination; orient and train staff related to support coordination assessment, care planning, implementation, and monitoring. The Agency must assure that staff is appropriately trained and complete required competency based certification as required by DHH.

6. Staff Coverage Requirements

The Agency will maintain adequate staff coverage for the participants that have chosen or been assigned to their organization. The Agency will hire and train sufficient qualified staff to meet the objectives of this Agreement and to carry out the scope of work delineated herein. Staff assignments will be fully covered at all times.

a. **Policy in Place** - The Agency will have a policy in place to assure service coverage for all participants linked to it during the absence of staff and vacated positions (support coordinators, support coordinator supervisors and nurse consultants).

b. **Caseload Size and Supervisory Standards** - The Agency will adhere to all caseload size and supervisory requirements at all times. OAAS reserves the right to reduce the caseload of any support coordinator/supervisor or Agency at any time based on performance review.

c. **Support Coordinators** – The Agency will adhere to all employment requirements, work hours and requirements for hours of operation as identified in the Support Coordination Services Provider manual, waiver manuals or subsequent policy or numbered memoranda.

d. **Staffing Changes** - The Agency will report immediately to OAAS any staffing changes that result in violation of caseload or staffing requirements. Written approval from DHH/OAAS must be obtained prior to implementing any staffing plan.

e. **Staffing Designation/Responsibilities** - The Agency's staff will be designated and their respective responsibilities (including ALL other contracts, projects, responsibilities, etc.) will be stated and reflected on the organizational chart as well as in the designated database system.

f. **Qualified Staff** - The Agency will assure that all staff has the skills, qualifications, training and supervision in accordance with licensing standards and the requirements contained in the Medicaid Support Coordination Services Provider Manual and waiver manuals.

7. Administrative Responsibilities

a. Licensure;

b. Policy and Procedure; and

c. Personnel Requirements and Training.

The Agency will, at a minimum:

a. Assure the dissemination of changes in policies, procedures, forms, etc., to all appropriate staff and participants;

b. Assure the submission of an annual audit by the required dates;

c. Notify OAAS of changes in administrative staff;

d. Maintain required computer systems and software;

e. Assure that the agency has the capability for the timely transmission of all required reports, CPOCs, CPOC revisions and any additional required documentation to OAAS or its designee through an electronic system designated by OAAS;

f. Develop and implement an administrative monitoring plan that is integrated into the QM plan; and

g. Maintain administrative, personnel and participant records as required and in compliance with all applicable privacy and security requirements including but not limited to HIPPA and Medicaid confidentiality requirements.

8. Agency Specifications

a. Conflict of Interest
The Agency cannot be an owner, full or part, of a company that provides waiver services or direct services to Medicaid participants who receive support coordination for waiver and targeted populations. The Agency cannot have any relationship in which the Agency could exercise control over the company providing the waiver service. Linkage between the direct service provider agency and the support coordination Agency is the rule by which relatedness is judged.

b. Test of Linkage or Relatedness
The test of linkage or relatedness between the Agency providing support coordination and writing the CPOC and the service provider delivering waiver services authorized in the CPOC is determined by common ownership and control.

These terms are further defined as:

Related to the Agency means that the Agency, to a significant extent, is associated or affiliated with or has control of, or is controlled by, the organization furnishing the services, facilities, or supplies.

Common Ownership exists when an individual or individuals possess 5% or more ownership or equity in the Agency and the institution or organization serving the participant.

Control exists where an individual or an organization has the power, directly or indirectly, to significantly influence or direct the actions or policies of a support coordination company as the Agency and of the direct service provider.

9. Confidentiality, Security and Privacy

All information obtained by the Agency under the Performance Agreement shall be treated as confidential within the meaning of 42 CFR 205.50 and other applicable Federal and State requirements, including HIPAA requirements.

Information so obtained shall not be used in any manner except as necessary for the proper discharge of the Agency's obligations. The Federal and State government require that all information pertaining to participants, providers, health facilities, and associations shall be treated as confidential. In order to maintain said confidentiality and security, the Agency shall establish, subject to review and approval by OAAS, confidentiality rules and facility access procedures. Any data, regardless of means of recordings, compiled under this Performance Agreement shall not be released to anyone, except OAAS, without written permission from OAAS.

The Agency, and Agency personnel, shall at all times comply with all security regulations in effect at DHH/OAAS premises which are made known in writing by DHH/OAAS to the Agency. Confidential materials shall be safeguarded by the Agency to the same extent as the Agency safeguards proprietary information relating to its own business. Notifications may be required to the participant regarding the confidentiality of the participant's record.

10. Computer System and Software Requirements

DHH/OAAS will designate the required software and electronic systems that the Agency must utilize for the prior authorization process required for billing and for completion of the MDS-HC assessment, CPOC, documentation of activities and reporting; OAAS may designate additional required software as needed. DHH/OAAS will determine the billing and reporting procedures and the Agency will follow those procedures.

The Agency may be required to purchase required software/system access components not provided by DHH/OAAS.

The Agency must have access to the Internet at no cost to DHH/OAAS. The Agency will be responsible for transmitting assessments, utilizing the required MDS-HC software, plans of care, written in a format provided by OAAS, and other information required by OAAS via electronic transmission as determined by OAAS. The Agency shall be required to utilize personal computers for all data compilation into the data system at no cost to DHH. The system shall be ready for use upon implementation of the Performance Agreement or by a date designated by OAAS.

The Agency will maintain the minimum hardware requirements, as identified by DHH/OAAS, to support utilization of required software and electronic transmission of data as well as to support required confidentiality, security and privacy of participant and user information. System requirements will be verified with the Agency during the enrollment process. DHH will provide the Agency with a 90 day notice of required software and system updates.

11. Controls

Management controls shall be sufficient to assure completion of all requirements. The Agency shall have responsibility for quality control, delivery of required reporting, and timelines of delivery of services. Provisions for a quick response to unanticipated changes in State and Federal requirements and regulations shall be incorporated as part of normal operating procedures.

12. OAAS Responsibility

OAAS will be responsible for reporting timely to the Agency any unanticipated changes in State and Federal requirements and regulations and such changes shall be incorporated as part of normal operating Agency procedures.

METHOD OF PAYMENT

Reimbursement for these services will be made through claims submitted to the Medicaid Fiscal Intermediary for payments.

The current rate reimbursement methodology is a rate based on completion of specific monthly and quarterly activities.

The maximum rate reimbursement for Support Coordination services for OAAS waiver programs is that established by DHH/OAAS.

If CMS approves a waiver or state plan amendment for any other program that allows the program to be brought under this Performance Agreement, the rate reimbursed to the Agency will be the rate established by DHH/OAAS.

The Agency agrees to accept as payment in full any rate which may be set by DHH/OAAS or any rate reduction due to budget constraints for a designated population/program.

The Agency further agrees to accept any rate of payment or payment methodology which may be implemented by CMS.

Payment for support coordination will be completed through the Medicaid Fiscal Intermediary (FI). Prior authorization numbers will be submitted to the FI by DHH/OAAS or their designee.

OAAS may impose a retainage of the reimbursement rate as a sanction action for non or poor performance, based on performance reports, for all activities or specific activities as determined by the methodology for rate reimbursement applicable for the identified period and/or increase a retainage amount previously imposed;

Retainage may be returned annually to the Agency after it has been determined that Performance Agreement requirements/performance standards have been met.

The Agency must have been in operation and delivered support coordination services under the signed Performance Agreement for a minimum of two (2) complete calendar quarters in order to be eligible for return of retainage.

Release of retainage will be based on performance reviews completed for a minimum of two (2) calendar quarters in a Performance Agreement year.

Recoupment of previous payments may be made if it is determined that insufficient services were provided in that quarter. Additional sanctions may also be applied in any quarter for failure to provide required services.

Following termination of the Agreement, the Agency is responsible for submitting and completing all billing within fifteen days. Retainage (if applicable) will be held until all billing is completed and DHH/OAAS has conducted a final review and determined that the Agency has successfully met all Performance Agreement obligations.

The minimum activities and the minimum requirements for payment for support coordination for identified programs are listed in the following chart. These are the current minimum activities required and may not include all criteria for payment. OAAS reserves the right to change the requirements. Updated requirements or revised payment methodology may be issued.

Program/Service	**Minimum Criteria for Payment**		
	Monthly	**Quarterly**	**Annual**
EDA	Phone contact for each month in which a face-to-face visit is not completed	Face-to-face in-home visit Face-to-face observation of all waiver services and LT-PCS Monitor the direct service provider's participant records	Submission of an approvable CPOC at least 35 calendar days prior to the expiration date of the CPOC
EDA Transition Intensive Support Coordination	Face-to-face visit at the Nursing Facility with the participant	N/A	N/A
ADHC	Phone contact for each month in which a face-to-face visit is not completed	Face-to-face in-home visit Face-to-face observation of all waiver services and LT-PCS Monitor the direct service provider's participant records	Submission of an approvable CPOC at least 35 calendar days prior to the expiration date of the CPOC
ADHC Transition Intensive Support Coordination	Face-to-face visit at the Nursing Facility with the participant	N/A	N/A
Month is defined as a calendar month Quarter is defined as 3 calendar months: 1st Quarter = January – March 2nd Quarter = April – June; 3rd Quarter = July – September; 4th Quarter = October – December Annual is defined as 12 calendar months			

Incentives and Damages

The Agency agrees to participate in an incentive based performance review when or if implemented by OAAS during the Performance Agreement period. Performance levels (scores) will be assigned based on monitoring reports and corresponding incentives and disincentives may be identified.

SANCTIONS FOR VIOLATION, BREACH OR NON-PERFORMANCE OF AGREEMENT

Upon receipt by OAAS of evidence of noncompliance by the Agency with any of the provisions of the Performance Agreement, OAAS reserves the right to suspend or limit enrollment or reduce or suspend payments until the condition of noncompliance has been remedied. Such sanctions will not be applied until after written notification to the Agency. OAAS reserves the right to resort to other remedies provided by law or as provided herein, and to terminate the Agreement.

Payments made by DHH/OAAS are subject to review by OAAS to assure the quality, quantity and need for services. Administrative sanctions may be imposed against any Agency that does not meet the guidelines as listed in the following section and in the support coordination licensing and programmatic rules, regulations, and policies. Administrative sanction means any administrative action applied by DHH/OAAS against an Agency that is designed to remedy inefficient and/or illegal practice which is in noncompliance with the Louisiana Medicaid policies and procedures, statutes and regulations (including Medical Assistance Program Integrity Law – MAPIL), quality of care standards, or noncompliance with the requirements of the Performance Agreement between the Agency and OAAS. MAPIL specifically prohibits illegal remuneration, false claims, and illegal acts regarding eligibility and recipient lists and providers that are found to be in violation of MAPIL provisions by a court of law are subject to triple damages, fines, cost and fees. Enrollment may be terminated for failure to comply with MAPIL terms and Medicaid policies. (LSARS 46:437.1461-46: 440.3; *Louisiana Register*, Vol.25, No. 9, September 20, 1999, pages 1630-1650.)

1. Administrative Sanctions

Listed below are some of the possible administrative sanctions that DHH/OAAS may impose against an Agency:

a. Give Warning Through Written Notice or Consultation

b. Require Education in Program Policies and Billing Procedures

Each Agency that has been sanctioned may also be required by DHH/OAAS to participate in a provider education program as a condition of continued participation. Agency education programs will include a letter of warning or clarification on the use and format of provider manuals; instruction on the use of procedure cores; review of key provisions of the Medicaid Program; instruction of reimbursement rates; and instructions on how to inquire about coding or billing problems; and quality/medical issues, comprehensive plan of care development and oversight, and achievement of outcomes for participants.

c. Suspension of New Linkages

If DHH/OAAS determines that the Agency is out of compliance with this Agreement, DHH/OAAS may suspend the Agency's linkage of new participants under this Performance Agreement after notification by DHH/OAAS. DHH/OAAS, when exercising this option, will notify the Agency in writing of its intent to suspend new linkages prior to the beginning of the suspension period. The suspension period may be for any length of time specified by DHH/OAAS.

d. Additional Personnel

If DHH/OAAS determines the Performance Agreement is **not** being adequately performed, DHH/OAAS shall notify the Agency in writing of same and, at DHH's/OAAS' option, the Agency shall be required to provide a reasonable number of additional qualified personnel, to be on-site in the Performance Agreement DHH Region to assure the duties of the Performance Agreement shall be timely and adequately performed. The cost and expense of such potential additional personnel shall be assumed by the Agency.

e. Withhold Payment

DHH/OAAS may suspend or withhold portions or the entirety of payments on the following grounds:

- If DHH/OAAS determines the Agency failed to provide one (1) or more of more of the necessary covered Performance Agreement services, DHH/OAAS may direct the Agency to provide such service or withhold a portion of the Agency's payments for subsequent payment periods, such portion withheld to be equal to the amount of money DHH/OAAS must pay to provide such services. The Agency shall be given written notice prior to the withholding of any payment;

- If DHH/OAAS determines that the Agency has failed to perform an administrative function required under the Agreement, DHH/OAAS may withhold a portion of future payments to compensate for the damages as defined by DHH/OAAS. For the purposes of this section, "administrative function" is defined as any Performance Agreement obligation other than the actual provision of Performance Agreement services;

- Failure to staff the position(s) of support coordinator supervisor and/or support coordinator.

  When DHH/OAAS withholds payments under this section, DHH/OAAS must submit to the Agency a list of the participants for whom payments are being withheld and the nature of the withholding.

f. Remedies for Non-Performance of Agency by DHH/OAAS

In remedying non-performance of the Agency, DHH/OAAS may:

- Recover money improperly or erroneously paid or overpayments either by set off crediting against future billings or by requiring direct payment;

- Refer to the appropriate State licensing agency for investigation;

- Refer for review by appropriate professional organizations;

- Refer to the Office of the Attorney General (OAG) for fraud investigation;

- Termination of the Performance Agreement after 30 days written notification by OAAS;

- Disenroll participants from the Agency;

- Require a retainage of the reimbursement rate for all activities or specific activities as determined by the methodology for rate reimbursement applicable for the identified period and/or increase the retainage previously imposed; or

- Revoke the Agency's ability to electronically bill DHH.

g. Notification of Failure to Provide Service

DHH/OAAS shall notify the Agency of the Agency's failure to perform required services under the Agreement

h. Acceptable Plan of Correction

DHH/OAAS shall give the Agency five (5) working days prior notice of withholding of payments to develop an acceptable plan of correction

i. Recovery of Damages

Where DHH/OAAS has the authority to withhold payments, DHH/OAAS also has the authority to use all other legal processes for the recovery of damages

2. Rules Governing the Imposition and Extent of Sanctions

a. Imposition of a Sanction(s)

1. Sanctions to be Applied

The decision as to the sanction(s) to be applied shall be at the discretion of DHH/OAAS.

2. Factors in Sanctioning

The following factors will be considered in determining sanction(s) to be imposed: seriousness of the offense(s); participant quality of care issues; failure to perform administrative functions; extent of violations; history of prior violations; prior imposition of sanctions; prior provision of provider education; provider willingness to obey program rules; whether a lesser sanction will be sufficient to remedy the problem; and actions taken or recommended by peer review groups or licensing boards.

3. Automatic Suspension

In accordance with Federal law (Public Law 95-142, Section 7), an Agency or its owner, officers, or directors which has been convicted of criminal offenses related to its participation in either Medicare or Medicaid shall be automatically suspended from participation as an Agency of support coordination services.

b. Scope of Sanctions

1. Sanctions Applied to Affiliates

A sanction may be applied to all known affiliates of an Agency, provided that each decision to include an affiliate is made on a case by case basis after giving due regard to all relevant facts and circumstances. The violation, failure, or inadequacy of performance may be imputed to a person with whom the Agency is affiliated where such conduct was accomplished within the course of his official duty or was effectuated by him with the knowledge or approval of such person

2. Suspension from Participation of an Agency

Suspension from participation of any Agency shall preclude such Agency from receiving payments for any services or supplies provided under the support coordination Agreement except for those services or supplies provided prior to the suspension or termination.

3. Persons Suspended or Terminated by the Medicaid Program

No Agency shall submit data to DHH/OAAS or its fiscal agents for any services or supplies provided by a person within such organization who has been suspended or terminated from participation in the Medicaid Program except for those services or supplies provided prior to the suspension or termination. The Agency shall not enroll or do business with any person who has been terminated by the Medicaid Program.

4. Agency or Responsible Person Suspended, Terminated or Removed for Deficiencies Related to Failure to Report Major Health and Safety Changes

In the event of health and safety deficiencies that include but are not limited to, failure to report incidents of major changes in the participant's health that require a new CPOC and electronic prior authorization, (i.e. substantive changes in services, serious injury, etc.), DHH may suspend or terminate the Performance Agreement or require that such individual person within such organization who is responsible for such violation be removed from providing services.

c. Imposition of Damages - Impose Damages as Provided Below:

1. Group I - Process Deficiencies

Process deficiencies include but are not limited to failure to complete the CPOC process within defined time lines, including failure to submit approvable CPOCs; failure to keep adequate records, failure to have CPOCs approved by OAAS; failure to submit self evaluation timely, etc.; In such cases, DHH/OAAS may assess damages at a rate of $30 per day per incident for each process deficiency identified to the Agency by DHH/OAAS in writing, that is not corrected or addressed satisfactorily (in an approved corrective action plan) within thirty (30) days of notification.

2. Group II - Administrative Deficiencies

For each administrative deficiency identified by DHH and conveyed in writing to the Agency that is not corrected or addressed satisfactorily (in an approved corrective action plan) within thirty days of notification, DHH/OAAS may impose damages at a rate of $50 per day per incident and recoup payments. Administrative deficiencies include but are not limited to staffing, training, hours of operations, and a nationwide toll free telephone number. The Agency must replace any personnel who are relocated, reassigned, dismissed, or who resign with individuals who satisfy the requirements specified in the Medicaid Support Coordination Services Provider Manual, Waiver manuals, and/or subsequent updates, i.e. numbered memoranda. A damage of $50.00 per day that an unqualified employee was employed will be imposed. Experience gained by such personnel while employed in a position they were unqualified for, will not be counted toward qualification.

3. Group III – Health, Safety and Welfare Deficiencies

Health, safety and welfare deficiencies include but are not limited to failure to report abuse, neglect or exploitation or incidents of major changes in the participant's health that require a new or revised CPOC and electronic prior authorization, (i.e. substantive changes in services, serious injury, etc.).

In such cases DHH may assess damages at a rate of $300 per day per incident for health, safety and welfare issues. The damage will be assessed from the date of the incident until the date it is reported to OAAS.

4. Authorization of Environmental Modifications, etc.

Any support coordination Agency that authorizes services that have a specified limit and that limit has already been met, such as environmental accessibility adaptations, transition services, and/or does not follow all appropriate procedures will be responsible for the amount or difference in the amount of the purchase.

5. Recurring Deficiencies

If a previously identified deficient activity reoccurs within the organization, the Agency will not be given an additional thirty days for corrective action. These deficiencies will be assessed damages from the date the reoccurrence of the deficiency is identified

6. Failure to Implement Corrective Action

Failure to implement corrective action on a cited deficiency will result in damages being assessed from the original date of the finding.

7. Length of Damages Assessed

Damages for deficiencies not corrected or corrective action plans not approved within the thirty days may be assessed from the date of notification of deficiencies through the date they are subsequently corrected and/or addressed

d. Due Date of Damages

Impositions of any damage shall not be suspensive. Any and all damages shall become due and payable upon written notification from DHH/OAAS. Failure to remit payment within ten (10) working days shall result in withholding of the Agency's payments until all outstanding damages are paid, unless an administrative appeal is pending. If DHH/OAAS

should prevail at the administrative appeal, payment is due within ten (10) working days from the date of the decision. Failure to remit payment within ten (10) working days from the date of decision shall result in withholding of the Agency's payments until all outstanding damages are paid.

e. Maintaining Financial and Operational Capacity

The Agency must maintain the financial and operational capacity to fulfill the obligations of this Agreement. If the Agency fails to maintain such capacity, DHH/OAAS may withhold payment to the Agency. Payment may be withheld until DHH/OAAS is assured that the Agency has no outstanding financial obligations resulting from this Agreement.

f. Notification of Sanction(s)

DHH/OAAS shall notify, in writing (mail, facsimile or electronic notification), an Agency which has been sanctioned specifying the nature of and grounds for the sanction, except that notification is discretionary when the sanctions involved are prepayment review or referral for an investigation or review. The notification shall set forth:

- The nature of the discrepancies or violations;
- Notification of further actions to be taken or sanctions to be imposed by DHH/OAAS; and
- Notification of any actions required of the Agency.

g. Damages

In the event of any breach of the terms of the Performance Agreement by the Agency, such as failure to provide support coordination services to a participant(s), damages may be assessed against the Agency in an amount equal to the costs of obtaining alternative support coordination services for the participant(s.) The damages shall include the difference in the rates that would have been paid to the Agency and the rates paid to the replacement Agency or for fee-for-service payments. The State may withhold payments to the Agency for damages until such damages are paid in full or from the retainage (if applicable) payable to DHH/OAAS.

Appeal

If you do not agree with the decision by DHH/OAAS regarding any sanctions, you have a right to an administrative hearing. A request for an administrative hearing must be received within thirty (30) days from the date of written notice. The request can be made orally, by fax or mail directly to the Bureau of Appeals.

DHH Bureau of Appeals
P. O. Box 4183
Baton Rouge, LA 70821-4182
(225)342-0443
Fax: (225)342-8773